

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

SECRETARY OF LABOR, *
United States Department of Labor, *

Complainant, *
*

v. * OSHRC DOCKET NO. 15-1007
*

FOREVER 21 RETAIL, INC., * REGION I
*

Respondent. * INSPECTION NO. 1006976

SETTLEMENT AGREEMENT

Complainant and Respondent hereby stipulate and agree that:

(1) On May 4, 2015, Respondent was cited for alleged violations of the Occupational Safety and Health Act of 1970, 29 USC 651, et seq., hereinafter referred to as the Act, and was issued a Repeat Citation and Notification of Proposed Penalty in the amount of \$165,000.00.

(2) Respondent, an employer within the meaning of section 3(5) of the Act, duly filed with a representative of the Secretary of Labor a Notice of Intent to Contest Repeat Citation 1, Items 1, 2 and 3 and the alleged penalties. This notice was duly transmitted to the Occupational Safety and Health Review Commission, and it is agreed that jurisdiction of this proceeding is conferred upon said Commission by section 10(c) of the Act.

(3) Complainant and Respondent have agreed to resolve this matter, without the necessity of further pleadings, as follows:

(a) Complainant agrees to vacate Repeat Citation 1, Item 1, and its penalty of \$55,000.00.

(b) Repeat Citation 1, Item 2 is affirmed as originally cited, and the

penalty of \$55,000.00 is modified to \$50,000.00.

(c) Repeat Citation 1, Item 3 is affirmed as originally cited, and the penalty of \$55,000.00 is modified to \$50,000.00.

(d) The total penalty as amended is \$100,000.00.

(4) In view of the aforesaid, Respondent hereby withdraws its Notice of Contest, and the parties agree that the Citation and proposed penalty as amended by this agreement shall be affirmed and become the Final Order of the Occupational Safety and Health Review Commission.

(5) Respondent certifies that the violations alleged have been abated. For Repeat Citation 1, Items 2 and 3, which are affirmed in this agreement, Respondent will submit to the issuing Area Director an Abatement Certification as required by 29 C.F.R. §1903.19(c) and (d). For each item such certification shall be submitted within 10 days of the agreement becoming a final Order with the Occupational Safety and Health Review Commission.

(6) Respondent certifies that \$25,000.00 of the total penalty, as amended herein, has been paid, and the remaining \$75,000.00 will be paid in three equal quarterly payments of \$25,000.00, with each payment due on the 15th of each quarter thereafter. The first of the three equal quarterly payments will be due on March 15, 2016, the second on July 15, 2016, and the final payment on November 15, 2016. In the event that any single installment is late, OSHA will provide notice of such late payment via email to legal@forever21.com, kwon@forever21.com, and tyra.s@forever21.com. Respondent will have 10 days from receipt of such notice in which to cure by submitting the payment. If Respondent fails to timely cure, the amended penalty of \$100,000.00 is voided and the parties agree that payment of the balance of the original proposed


combined penalty of \$165,000.00 will become immediately due. Respondent agrees to comply with the Act in all respects in the future.

(7) Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

(8) Respondent certifies that there is no authorized employee representative at Respondent's workplace. It is hereby certified by Respondent that this Settlement Agreement has been served on employees, by posting this agreement in a place where the Citation was required to be posted on November 26 2015, in accordance with Rules 7 and 100 of the Commission's Rules of Procedure.

(9) None of the foregoing agreements, statements, stipulations, and actions taken by Respondent shall be deemed an admission by Respondent of the allegations contained within the Citation, Notification of Penalties and the Complaint herein. The agreements, statement, stipulations, finding and actions taken herein are made for the purpose of settling this matter economically and amicably, and they shall not be used for any purpose, except for proceedings and matters arising under the Occupational Safety and Health Act (29 USC 651, et seq.).

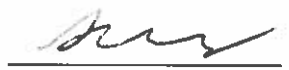
For Forever 21 Retail, Inc.:


Avi Meyerstein, Esq.
Attorney for Respondent

Date: 12/3/15

M. Patricia Smith
Solicitor of Labor

Michael D. Felsen
Regional Solicitor


Susan G. Salzberg
Senior Trial Attorney

U.S. Department of Labor
Attorneys for Complainant

Date: 12/16/15

Post Office Address:

**U.S. Department of Labor
Office of the Solicitor
JFK Federal Building
Room E-375
Boston, Massachusetts 02203**

TEL: 617-565-2500

FAX: 617-565-2142